



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Contract for Well 6R Granular Activated Carbon Treatment System with Vinciguerra Construction, of Jackson (\$596,810)

MEETING DATE: August 15, 2012

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute contract for Well 6R granular activated carbon treatment system with Vinciguerra Construction, of Jackson, in the amount of \$596,810.

BACKGROUND INFORMATION: This project consists of furnishing and installing a granular activated carbon (GAC) treatment system for Well 6R.

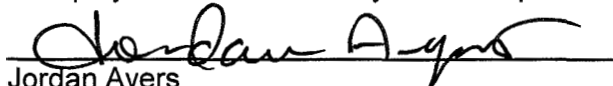
Plans and specifications for this project were approved on June 20, 2012. The City received the following seven bids for this project on July 18, 2012. The lowest responsive bidder, Vinciguerra Construction, has signed the required Local Hire forms and will conform to the requirements.


Bidder	Location	Bid
Engineer's Estimate		\$ 654,235.00
Vinciguerra Construction	Jackson	\$ 596,810.00
Diede Construction	Woodbridge	\$ 619,875.87
Conco West, Inc.	Manteca	\$ 651,190.00
Cal-Neva Construction	West Sacramento	\$ 652,658.00
Ford Construction	Lodi	\$ 693,960.00
Tidelands Construction	Brentwood	\$ 711,335.00
Division 5-15 Corp.	Gold River	\$ 782,000.60*

*Corrected Figures

FISCAL IMPACT: Annual operation and maintenance costs for the water utility will increase as a result of this project. Operation costs are reimbursed through the City's DBCP settlement.

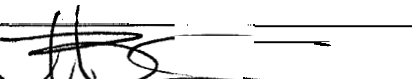
FUNDING AVAILABLE: This project will be funded by Water Capital Outlay Fund (181048).


Jordan Ayers
Deputy City Manager/Internal Services Director


F. Wally Sandelin
Public Works Director

Prepared by Lyman Chang, Senior Civil Engineer
cc: Deputy Public Works Director - Utilities
Senior Civil Engineer

APPROVED:


Konrad Bartlam, City Manager

**WELL 6R
GRANULAR ACTIVATED CARBON FILTER SYSTEM**

CONTRACT

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and VINCIGUERRA CONSTRUCTION, herein referred to as the "Contractor."

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

Notice Inviting Bids	The July 1992 Edition,
Information to Bidders	Standard Specifications,
General Provisions	State of California,
Special Provisions	Business and Transportation Agency,
Bid Proposal	Department of Transportation
Contract	
Contract Bonds	
Plans	

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5.600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

Perform the work necessary to furnish and install a granular activated carbon filter system, complete with carbon median, on-site piping and electrical system, 520 linear feet of 14-inch water pipe, 311 linear feet of 12-inch wastewater pipe, and other incidental and related work, all as shown on the plans and specifications for "Well 6R Granular Activated Carbon Filter System".

CONTRACT ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
	Mobilization	LS	1	\$ 15,000.00	\$ 15,000.00
	Cleaning and Grubbing	LS	1	\$ 5,000.00	\$ 5,000.00
	Abandon Water Valve and Cap Water Pipe	LS	1	\$ 1,000.00	\$ 1,000.00
	Traffic Control	LS	1	\$ 2,500.00	\$ 2,500.00
	Water Pollution Control	LS	1	\$ 2,500.00	\$ 2,500.00
	Furnish GAC Filter System	LS	1	\$291,000.00	\$ 291,000.00
	Furnish GAC Media	LS	1	\$ 70,000.00	\$ 70,000.00
	Install GAC Filter System	LS	1	\$ 68,000.00	\$ 68,000.00
	Install 10-Inch Water Valve	EA	1	\$ 2,800.00	\$ 2,800.00
10.	Install 10-Inch Ductile Iron Water Pipe	LF	22	\$ 500.00	\$ 11,000.00

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
	Install 14-Inch Water Pipe	LF	520	\$ 90.00	\$ 46,800.00
12.	Install 3-Inch Wastewater Pipe	LF	12	\$ 60.00	\$ 720.00
13.	Install 12-Inch Wastewater Pipe	LF	311	\$ 90.00	\$ 27,990.00
14.	Install 48-Inch Wastewater Manhole	EA	1	\$ 3,500.00	\$ 3,500.00
15.	Minor Concrete	CY	14	\$ 800.00	\$ 11,200.00
16.	Install Removable Steel Bollard	EA	2	\$ 400.00	\$ 800.00
	Chain Link Fence with Mow-Strip	LS	1	\$ 17,000.00	\$ 17,000.00
18.	Electrical System	LS	1	\$ 20,000.00	\$ 20,000.00
TOTAL					\$ 596,810.00

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within **125 WORKING DAYS**.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES

TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

CITY OF LODI

By: _____

Konradt Bartlam
City Manager

By: _____

Date: _____


Attest:

Title

City Clerk

(CORPORATE SEAL)

Approved As To Form

D. Stephen Schwabauer
City Attorney 

RESOLUTION NO. 2012-132

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING
CONTRACT AND AUTHORIZING THE CITY MANAGER TO
EXECUTE CONTRACT FOR WELL 6R GRANULAR ACTIVATED
CARBON TREATMENT SYSTEM

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on July 18, 2012, at 11:00 a.m., for Well 6R Granular Activated Carbon Treatment System, described in the plans and specifications therefore approved by the City Council on June 20, 2012; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

Bidder	Bid
Vinciguerra Construction	\$ 596,810.00
Diede Construction	\$ 619,875.87
Conco West, Inc.	\$ 651,190.00
Cal-Neva Construction	\$ 652,658.00
Ford Construction	\$ 693,960.00
Tidelands Construction	\$ 711,335.00
Division 5-15 Corp.	\$ 782,000.60*

*Corrected Figures

WHEREAS, staff recommends awarding the contract for Well 6R Granular Activated Carbon Treatment System to the low bidder, Vinciguerra Construction, of Jackson, California, in the amount of \$596,810.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for Well 6R Granular Activated Carbon Treatment System to the low bidder, Vinciguerra Construction, of Jackson, California, in the amount of \$596,810; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the contract.

Dated: August 15, 2012

I hereby certify that Resolution No. 2012-132 was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 15, 2012, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Johnson, Katzakian, Nakanishi, and
Mayor Mounce

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None


RANDI LOHI
City Clerk